



## Contract - Detailed

Pella Window and Door Showroom of Indianapolis  
5425 West 74th Street Suite 200  
Indianapolis, IN 46268  
**Phone:** (317) 872-9927 **Fax:** (317) 879-8632

**Sales Rep Name:** Spacco, Paul  
**Sales Rep Phone:** (317) 366-4451  
**Sales Rep Fax:**  
**Sales Rep E-Mail:** pespacco@mccombpella.com

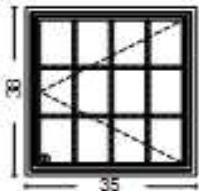
Customer Information	Project/Delivery Address	Order Information
<b>Barry Rubin</b> 300 Park Ln  WEST LAFAYETTE, IN 47906-2737 <b>Primary Phone:</b> (765) 4268898 <b>Mobile Phone:</b> <b>Fax Number:</b> <b>E-Mail:</b> cbrubin@commercialbrokersinc.com <b>Great Plains #:</b> <b>Customer Number:</b> 1008110593 <b>Customer Account:</b> 1004019868	<b>Rubin, Barry</b> 300 Park Ln  <b>Lot #</b> West Lafayette, IN 47906-2737 <b>County:</b> Tippecanoe	<b>Quote Name:</b> Windows - Architect  <b>Order Number:</b> 728 <b>Quote Number:</b> <b>8314694</b> <b>Order Type:</b> Non-Installed Sales <b>Payment Terms:</b> <b>Tax Code:</b> 7%INDIANA <b>Quoted Date:</b> 9/27/2016

Line #	Location:	Attributes
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10 Basement

Architect, Casement Left, 35 X 38, Sand Dune

Item Price	Qty	Ext'd Price
\$726.86	2	\$1,453.72



Viewed From Exterior

PK #  
819

### 1: Non-Standard Size Left Casement

**Frame Size:** 35 X 38

**General Information:** Standard, Clad, Pine, 5", 3 11/16"

**Exterior Color / Finish:** Standard Enduraclad, Sand Dune

**Interior Color / Finish:** Unfinished Interior

**Sash / Panel:** Standard

**Glass:** Insulated Dual Tempered Low-E Advanced Low-E Insulating Glass Argon Non High Altitude

**Hardware Options:** Side Pivot Hardware, Brown, No Limited Opening Hardware

**Screen:** Full Screen, Brown, InView™

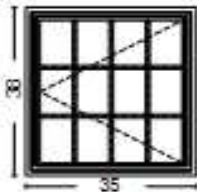
**Performance Information:** U-Factor 0.28, SHGC 0.26, VLT 0.48, CPD PEL-N-11-10889-00002, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 08

**Grille:** RMB, No Custom Grille, 3/4", Traditional (4W3H), Unfinished Wood, Unfinished Wood, Shipped In Unit

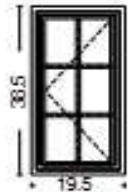
**Wrapping Information:** Foldout Fins, Factory Applied, No Exterior Trim, No Interior Trim, 3 11/16", 5", Factory Applied, Pella Recommended Clearance, Perimeter Length = 146".

**12 & 13**  
**Legend S**

**Frame Size:** 35" X 38"

Line #	Location:	Attributes					
15	Side Beds	<b>Architect, Casement Left, 35 X 38, Sand Dune</b>			<b>Item Price</b>	<b>Qty</b>	<b>Ext'd Price</b>
					\$696.60	2	\$1,393.20
		 <p>Viewed From Exterior</p> <p>PK # 819</p> <p><b>1: Non-Standard Size Left Casement</b>  <b>Frame Size:</b> 35 X 38  <b>General Information:</b> Standard, Clad, Pine, 5", 3 11/16"  <b>Exterior Color / Finish:</b> Standard Enduraclad, Sand Dune  <b>Interior Color / Finish:</b> Unfinished Interior  <b>Sash / Panel:</b> Standard  <b>Glass:</b> Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude  <b>Hardware Options:</b> Side Pivot Hardware, Brown, No Limited Opening Hardware  <b>Screen:</b> Full Screen, Brown, InView™  <b>Performance Information:</b> U-Factor 0.28, SHGC 0.26, VLT 0.48, CPD PEL-N-11-10889-00002, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 08  <b>Grille:</b> RMB, No Custom Grille, 3/4", Traditional (4W3H), Unfinished Wood, Unfinished Wood, Shipped In Unit  <b>Wrapping Information:</b> Foldout Fins, Factory Applied, No Exterior Trim, No Interior Trim, 5 3/16", 6 1/2", Standard Four Sided Jamb Extension, Factory Applied, Pella Recommended Clearance, Perimeter Length = 146".</p>					


6&7  
Legend N  
and Window A  
on W Elevation of the addition  
Frame Size: 35" X 38"

Line #	Location:	Attributes					
20	Up Bed	<b>Architect, Casement Left, 19.5 X 38.5, Sand Dune</b>			<b>Item Price</b>	<b>Qty</b>	<b>Ext'd Price</b>
					\$588.14	1	\$588.14
		 <p>Viewed From Exterior</p> <p>PK # 819</p> <p><b>1: Non-Standard SizeNon-Standard Size Left Casement</b>  <b>Frame Size:</b> 19 1/2 X 38 1/2  <b>General Information:</b> Standard, Clad, Pine, 5", 3 11/16"  <b>Exterior Color / Finish:</b> Standard Enduraclad, Sand Dune  <b>Interior Color / Finish:</b> Unfinished Interior  <b>Sash / Panel:</b> Standard  <b>Glass:</b> Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude  <b>Hardware Options:</b> Side Pivot Hardware, Brown, No Limited Opening Hardware  <b>Screen:</b> Full Screen, Brown, InView™  <b>Performance Information:</b> U-Factor 0.28, SHGC 0.26, VLT 0.48, CPD PEL-N-11-10889-00002, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 08  <b>Grille:</b> RMB, No Custom Grille, 3/4", Traditional (2W3H), Unfinished Wood, Unfinished Wood, Shipped In Unit  <b>Wrapping Information:</b> Foldout Fins, Factory Applied, No Exterior Trim, No Interior Trim, 5 3/16", 6 1/2", Standard Four Sided Jamb Extension, Factory Applied, Pella Recommended Clearance, Perimeter Length = 116".</p>					

14  
Legend E

Frame Size: 19.5" X 38.5"

Line #	Location:	Attributes		
25	Bonus	<b>Support Product, Direct Set Fixed Frame, 12.5 X 38.25, Sand Dune</b>	<b>Item Price</b>	<b>Qty</b>
			\$372.66	1
				<b>Ext'd Price</b>
				\$372.66



Viewed From Exterior

2

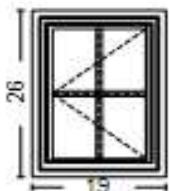
Legend N

**PK #**  
819

**1: 12.538.25 Fixed Frame**  
**Frame Size:** 12 1/2 X 38 1/4  
**General Information:** Interior Glazed, Factory Assembled, Standard, Clad, Pine, 5", 3 11/16"  
**Exterior Color / Finish:** Standard Enduraclad, Sand Dune  
**Interior Color / Finish:** Unfinished Interior  
**Glass:** Insulated Dual Tempered Low-E Advanced Low-E Insulating Glass Argon Non High Altitude  
**Performance Information:** U-Factor 0.29, SHGC 0.32, VLT 0.62, CPD PEL-N-18-02773-00001, Performance Class AW, PG 90, Calculated Positive DP Rating 90, Calculated Negative DP Rating 90  
**Grille:** RMB, No Custom Grille, 3/4", Traditional (1W3H), Unfinished Wood, Unfinished Wood, Shipped In Unit  
**Wrapping Information:** Foldout Fins, Factory Applied, No Exterior Trim, No Interior Trim, 5 3/16", 6 1/2", Standard Four Sided Jamb Extension, Factory Applied, Pella Recommended Clearance, Perimeter Length = 102".

Frame Size: 12.5" X 38.25"

Line #	Location:	Attributes		
30	Rear Bed	<b>Architect, Casement Left, 19 X 26, Sand Dune</b>	<b>Item Price</b>	<b>Qty</b>
			\$500.82	3
				<b>Ext'd Price</b>
				\$1,502.46



Viewed From Exterior

1,3,11

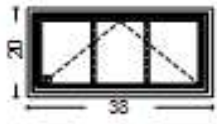
Legend N & S

**PK #**  
819

**1: Non-Standard SizeNon-Standard Size Left Casement**  
**Frame Size:** 19 X 26  
**General Information:** Standard, Clad, Pine, 5", 3 11/16"  
**Exterior Color / Finish:** Standard Enduraclad, Sand Dune  
**Interior Color / Finish:** Unfinished Interior  
**Sash / Panel:** Standard  
**Glass:** Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude  
**Hardware Options:** Side Pivot Hardware, Brown, No Limited Opening Hardware  
**Screen:** Full Screen, Brown, InView™  
**Performance Information:** U-Factor 0.28, SHGC 0.26, VLT 0.48, CPD PEL-N-11-10889-00002, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 08  
**Grille:** RMB, No Custom Grille, 3/4", Traditional (2W2H), Unfinished Wood, Unfinished Wood, Shipped In Unit  
**Wrapping Information:** Foldout Fins, Factory Applied, No Exterior Trim, No Interior Trim, 5 3/16", 6 1/2", Standard Four Sided Jamb Extension, Factory Applied, Pella Recommended Clearance, Perimeter Length = 90".

Frame Size: 19" X 26"

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
35	Basement Window	Architect, Awning Vent, 38 X 20, Sand Dune	\$550.25	2	\$1,100.50



PK #  
819

Viewed From Exterior

Not to be  
used in this  
project

Frame Size: 38" X 20"

**1: Non-Standard SizeNon-Standard Size Vent Awning**

**Frame Size:** 38 X 20

**General Information:** Standard, Clad, Pine, 5", 3 11/16"

**Exterior Color / Finish:** Standard Enduraclad, Sand Dune

**Interior Color / Finish:** Unfinished Interior

**Sash / Panel:** Standard

**Glass:** Insulated Dual Tempered Low-E Advanced Low-E Insulating Glass Argon Non High Altitude

**Hardware Options:** Fold-Away Crank, Brown, No Limited Opening Hardware, Right Jamb

**Screen:** Full Screen, Brown, InView™

**Performance Information:** U-Factor 0.28, SHGC 0.26, VLT 0.48, CPD PEL-N-30-09809-00002, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 08

**Grille:** RMB, No Custom Grille, 3/4", Traditional (3W1H), Unfinished Wood, Unfinished Wood, Shipped In Unit

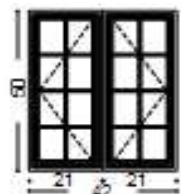
**Wrapping Information:** Foldout Fins, Factory Applied, No Exterior Trim, No Interior Trim, 5 3/16", 6 1/2", Standard Four Sided Jamb Extension, Factory Applied, Pella Recommended Clearance, Perimeter Length = 116".

4&5

N Elevation

glass block is the preferred choice for this location and will be used instead of this product

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
40	Additional Window	Architect, 2-Wide Casement, 42 X 50, Sand Dune	\$1,328.64	1	\$1,328.64



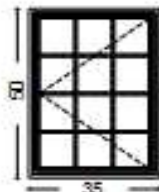
Viewed From Exterior

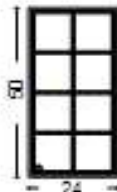
PK #  
819

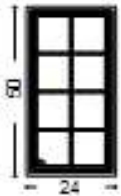
Window C from  
S Elevation  
of Addition

**1: Non-Standard SizeNon-Standard Size Left Casement****Frame Size:** 21 X 50**General Information:** Standard, Clad, Pine, 5", 3 11/16"**Exterior Color / Finish:** Standard Enduraclad, Sand Dune**Interior Color / Finish:** Unfinished Interior**Sash / Panel:** Standard**Glass:** Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude**Hardware Options:** Side Pivot Hardware, Brown, No Limited Opening Hardware**Screen:** Full Screen, Brown, InView™**Performance Information:** U-Factor 0.28, SHGC 0.26, VLT 0.48, CPD PEL-N-11-10889-00002, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 08**Grille:** RMB, No Custom Grille, 3/4", Traditional (2W4H), Unfinished Wood, Unfinished Wood, Shipped In Unit**Vertical Mull 1:** FactoryMull, Standard Joining Mullion, Frame To Frame Width- 0", Mull Design Pressure- 20**2: Non-Standard SizeNon-Standard Size Right Casement****Frame Size:** 21 X 50**General Information:** Standard, Clad, Pine, 5", 3 11/16"**Exterior Color / Finish:** Standard Enduraclad, Sand Dune**Interior Color / Finish:** Unfinished Interior**Sash / Panel:** Standard**Glass:** Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude**Hardware Options:** Side Pivot Hardware, Brown, No Limited Opening Hardware**Screen:** Full Screen, Brown, InView™**Performance Information:** U-Factor 0.28, SHGC 0.26, VLT 0.48, CPD PEL-N-11-10889-00002, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 08**Grille:** RMB, No Custom Grille, 3/4", Traditional (2W4H), Unfinished Wood, Unfinished Wood, Shipped In Unit**Vertical Mull 1:** FactoryMull, Standard Joining Mullion, Frame To Frame Width- 0", Mull Design Pressure- 20**Wrapping Information:** Foldout Fins, Factory Applied, No Exterior Trim, No Interior Trim, 4 9/16", 5 7/8", Standard Four Sided Jamb Extension, Factory Applied, Pella Recommended Clearance, Perimeter Length = 184".

Frame Size: 42" X 50"

Line #	Location:	Attributes			
45	Additional Window	<b>Architect, Casement Left, 35 X 50, Sand Dune</b>	<b>Item Price</b>	<b>Qty</b>	<b>Ext'd Price</b>
			\$744.75	1	\$744.75
		PK # 819	<b>1: Non-Standard Size Left Casement</b> <b>Frame Size:</b> 35 X 50 <b>General Information:</b> Standard, Clad, Pine, 5", 3 11/16" <b>Exterior Color / Finish:</b> Standard Enduraclad, Sand Dune <b>Interior Color / Finish:</b> Unfinished Interior <b>Sash / Panel:</b> Standard <b>Glass:</b> Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude <b>Hardware Options:</b> Side Pivot Hardware, Brown, No Limited Opening Hardware <b>Screen:</b> Full Screen, Brown, InView™ <b>Performance Information:</b> U-Factor 0.28, SHGC 0.26, VLT 0.48, CPD PEL-N-11-10889-00002, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 08 <b>Grille:</b> RMB, No Custom Grille, 3/4", Traditional (3W4H), Unfinished Wood, Unfinished Wood, Shipped In Unit <b>Wrapping Information:</b> Foldout Fins, Factory Applied, No Exterior Trim, No Interior Trim, 4 9/16", 5 7/8", Standard Four Sided Jamb Extension, Factory Applied, Pella Recommended Clearance, Perimeter Length = 170".		
	Viewed From Exterior				
	Not to be used in this project				
	Frame Size: 35" X 50"				

Line #	Location:	Attributes			
50	Additional Window	<b>Support Product, Direct Set Fixed Frame, 24 X 50, Sand Dune</b>	<b>Item Price</b>	<b>Qty</b>	<b>Ext'd Price</b>
			\$517.48	1	\$517.48
		PK # 819	<b>1: 2450 Fixed Frame</b> <b>Frame Size:</b> 24 X 50 <b>General Information:</b> Interior Glazed, Factory Assembled, Standard, Clad, Pine, 5", 3 11/16" <b>Exterior Color / Finish:</b> Standard Enduraclad, Sand Dune <b>Interior Color / Finish:</b> Unfinished Interior <b>Glass:</b> Insulated Dual Tempered Low-E Advanced Low-E Insulating Glass Argon Non High Altitude <b>Performance Information:</b> U-Factor 0.29, SHGC 0.32, VLT 0.62, CPD PEL-N-18-02773-00001, Performance Class AW, PG 90, Calculated Positive DP Rating 90, Calculated Negative DP Rating 90 <b>Grille:</b> RMB, No Custom Grille, 3/4", Traditional (2W4H), Unfinished Wood, Unfinished Wood, Shipped In Unit <b>Wrapping Information:</b> Foldout Fins, Factory Applied, No Exterior Trim, No Interior Trim, 5 3/16", 6 1/2", Standard Four Sided Jamb Extension, Factory Applied, Pella Recommended Clearance, Perimeter Length = 148".		
	Viewed From Exterior				
	Window B in S Elevation of Addition				
	Frame Size: 24" X 50"				

Line #	Location:	Attributes			
55	Additional Window	<b>Architect, Sash Set Fixed, 24 X 50, Sand Dune</b>	<b>Item Price</b>	<b>Qty</b>	<b>Ext'd Price</b>
			\$618.60	1	\$618.60
 <p>Viewed From Exterior</p> <p><b>Not to be used in this project</b></p> <p>Frame Size: 24" X 50"</p>					
<p><b>PK #</b> 819</p> <p><b>1: Non-Standard Size Non-Standard Size Fixed Sash Set</b>  <b>Frame Size:</b> 24 X 50  <b>General Information:</b> Standard, Clad, Pine, 5", 3 11/16"  <b>Exterior Color / Finish:</b> Standard Enduraclad, Sand Dune  <b>Interior Color / Finish:</b> Unfinished Interior  <b>Sash / Panel:</b> Standard  <b>Glass:</b> Insulated Dual Tempered Low-E Advanced Low-E Insulating Glass Argon Non High Altitude  <b>Performance Information:</b> U-Factor 0.27, SHGC 0.30, VLT 0.56, CPD PEL-N-1-20856-00002, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 08  <b>Grille:</b> RMB, No Custom Grille, 3/4", Traditional (2W4H), Unfinished Wood, Unfinished Wood, Shipped In Unit  <b>Wrapping Information:</b> Foldout Fins, Factory Applied, No Exterior Trim, No Interior Trim, 5 3/16", 6 1/2", Standard Four Sided Jamb Extension, Factory Applied, Pella Recommended Clearance, Perimeter Length = 148".</p>					

## Thank You For Purchasing Pella® Products

### PELLA WARRANTY:

Pella products are covered by Pella's limited warranties in effect at the time of sale. All applicable product warranties are incorporated into and become a part of this contract. Please see the warranties for complete details, taking special note of the two important notice sections regarding installation of Pella products and proper management of moisture within the wall system. Neither Pella Corporation nor McComb Window & Door will be bound by any other warranty unless specifically set out in this contract. However, Pella Corporation will not be liable for branch warranties which create obligations in addition to or obligations which are inconsistent with Pella written warranties.

Clear opening (egress) information does not take into consideration the addition of a Rolscreen [or any other accessory] to the product. You should consult your local building code to ensure your Pella products meet local egress requirements.

Per the manufacturer's limited warranty, unfinished mahogany exterior windows and doors must be finished upon receipt prior to installing and refinished annually, thereafter. Variations in wood grain, color, texture or natural characteristics are not covered under the limited warranty.

**INSYNCTIVE PRODUCTS:** In addition, Pella Insynctive Products are covered by the Pella Insynctive Products Software License Agreement and Pella Insynctive Products Privacy Policy in effect at the time of sale, which can be found at [Insynctive.pella.com](http://Insynctive.pella.com). By installing or using Your Insynctive Products you are acknowledging the Insynctive Software Agreement and Privacy Policy are part of the terms of sale.

### Product Performance Information:

U-Factor, Solar Heat Gain Coefficient (SHGC), and Visible Light Transmittance (VLT) are certified by the National Fenestration Rating Council (NFRC). Manufacturer stipulates that these ratings conform to applicable NFRC procedures for determining whole product performance. NFRC ratings are determined for a fixed set of environmental conditions and a specific product size. NFRC does not recommend any products and does not warrant the suitability of any product for any specific use.

Design Pressure (DP), Performance Class, and Performance Grade (PG) are certified by a third party organization, in many cases the Window and Door Manufacturers Association (WDMA). The certification requires the performance of at least one product of the product line to be tested in accordance with the applicable performance standards and verified by an independent party. The certification indicates that the product(s) of the product line passed the applicable tests. The certification does not apply to mulled and/or product combinations unless noted. Actual product results will vary and change over the products life.



For more performance information along with information on Florida Product Approval System (FPAS) Number and Texas Dept. of Insurance (TDI) number go to [www.pella.com/performance](http://www.pella.com/performance).

#### Terms and Conditions - Retail

The "SELLER" referred to in these **Terms and Conditions** is McCOMB WINDOW & DOOR CO., INC.

1. **General** - This Contract is binding upon Seller only if signed by the Customer within thirty (30) days of the date appearing on the first page hereof and accepted by the Seller at its home office. If this Contract is not accepted by Seller, Customer will be notified within fourteen (14) days. Shipments, deliveries and performance of work by Seller shall at all times be subject to Seller's approval of Customer's credit. Seller reserves the right at any time to revoke any credit extended to Customer for any reason deemed good and sufficient to Seller and may at any time decline to make any shipment, delivery, or perform any work except upon receipt of payment, security, or other terms and conditions satisfactory to Seller. This Contract is based on the quantities, unit sizes, and unit numbers of the goods, products and accessories thereto as listed and specified in the applicable pages hereof and is limited to the provisions (including price), terms and conditions contained herein, and is subject to additional charges in the event of changes or cancellations. Customer agrees to carefully check all goods, products and specifications listed herein prior to signing this Contract.

This Contract constitutes the sole and complete agreement between Seller and Customer and no statement, representation, or agreement, written or verbal, not appearing in this Contract shall be enforceable against Seller, excepting Change Orders prepared on a form furnished by Seller and signed by Customer or their duly authorized agent.

Seller is an authorized distributor of products manufactured by the Pella Corporation ("Pella"). Seller also distributes and handles goods and products produced by other manufacturers. No representation is made or intended that Seller deals exclusively or solely in Pella products and any statement or representation to the contrary is expressly disclaimed. Seller has made every reasonable effort to identify by model or series name the manufacturer of the goods and products listed in this proposal. In all events Customer should inquire of their Sales Representative if there is a question as to the original manufacturer of the goods and products listed herein.

2. **Payment Terms** - Upon signing this Contract (and unless other payment arrangements are then being offered by Seller), Customer shall pay Seller fifty percent (50%) of the Contract Price (the "Initial Payment"). Customer understands that the goods and products which are the subject of this Contract are to be custom manufactured to Customer's specifications and are not subject to resale or restocking. Except in the case of a timely written notice to Seller of Customer's "Right to Cancel", as permitted under applicable law, the Initial Payment is not refundable. The Contract Price balance will be paid by Customer to Seller prior to the delivery of the goods and products to Customer or, in the case of an "Installed Sale", immediately upon substantial completion of the Project and before installation of any accessories. All payments are to be made to McCOMB WINDOW & DOOR CO., INC., 5425 W. 74<sup>th</sup> St., Suite 200, Indianapolis, Indiana 46268.

Seller's invoices and any Contract Balance remaining unpaid after 30 days will be assessed late payment charges upon the unpaid balance in the amount of 1.5% per month until paid. In the event Seller refers the Customer's unpaid Contract Balance to legal counsel to enforce payment, Seller shall be entitled to recover its reasonable attorneys' fees and all costs and expenses of collection. Customer hereby consents to the exclusive jurisdiction and venue in the state courts of Marion County, Indiana, and Customer hereby waives the right to trial by jury and all defenses of lack of personal jurisdiction, improper venue, and forum non conveniens.

3. **Delivery and Inspection** - Customer agrees to carefully inspect all goods and products upon delivery and to report immediately to Seller in writing any shortage or damage to any goods and products so delivered. Claims for alleged defects in goods and products shall be deemed waived unless made in writing and delivered to Seller at 5425 West 74<sup>th</sup> Street, Suite 200, Indianapolis, Indiana 46268 within seven (7) days of receipt of the goods and products by Customer. Customer shall afford Seller prompt and reasonable opportunity to inspect all goods and products as to which any claim is made. Seller reserves the right to make delivery in installments. All such installments may be separately invoiced and shall be paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Customer of its obligation to accept remaining deliveries. Seller shall not be liable for failure to deliver or delays in delivery occasioned by strikes, lockouts, fires, inability to obtain materials or shipping space, breakdowns, delays of carriers or suppliers, governmental acts and regulations, and other causes beyond Seller's control.

4. **Seller's Security** - Seller retains title to the goods and products covered by this Contract until full payment is received, and the goods and products shall remain for all purposes personal property and shall not become part of the real estate regardless of the whether installed in, on or upon the property or improvements of Customer. Seller expressly reserves all rights to assert all contractor's, mechanic's and materialmen's liens under any provision at law or equity to secure payment of the Contract Price hereof.

5. **Returns** - See the Seller's *Return Goods Policy*, which is incorporated herein by this reference, and a copy of which is available upon request. **CUSTOM SIZED UNITS ARE NOT RETURNABLE UNDER ANY CIRCUMSTANCES.**

6. **Information on Pella Products** - Pella products are standard glazed to withstand a minimum of 20 psf pressure. Specific code requirements, wind loading and/or design specifications may require special glazing. Unless specifically noted or ordered, Pella products are not provided with safety glass. Glass installation in areas subject to human impact must be safety-glazed according to the *Safety Standard for Architectural Glazing Material* (16CFR 1201), issued by the U.S. Consumer Product Safety Commission or as prescribed by building codes. Pella products are available with tempered glass upon request.

Regulations governing the design and use of glazed windows and doors vary widely. The Customer, building owner, and architect are responsible for selecting products which conform to all applicable laws, regulations and building codes. Pella Corporation and Seller will not accept any responsibility whatsoever for the failure of Customer, building owner, and/or architect to comply with all applicable laws, and ordinances and safety and building codes. Pella Corporation and Seller shall not be responsible for windows, doors, sunrooms and skylights not installed in compliance with applicable laws, codes and regulations.

Pella clad windows and sliding glass doors have aluminum exteriors with coating of baked enamel. Pella wood windows and doors are exterior factory primed.

7. **Limited Warranty - Goods and Products** - Except for the limited warranties provided by Pella Corporation (copies of which are available from Seller and at [www.pella.com](http://www.pella.com)) and the limited warranties (if any) provided by the manufacturers of any other goods and products listed in this Contract, all of the goods and products being sold to Customer under this Contract are without warranty, express or implied, provided by the Seller and the **SELLER MAKES NO WARRANTIES EXPRESS OR IMPLIED** with regard to the same. **ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED FROM THE TERMS AND CONDITIONS HEREOF.** Seller shall not be liable for any special, indirect, incidental, or consequential damages of any nature whatsoever, nor any loss or expense arising in connection with the use of or inability to use the goods and products for any purpose whatever. Seller's maximum liability in any case shall not exceed the Contract Price for the goods and products claimed to be defective or nonconforming.

8. **Limited Warranty - Finishing Services** - In the event Seller has agreed to provide finishing services of the Pella brand goods, products and accessories itemized in this Contract, then such finishing services shall be covered under and subject to the terms, conditions, limitations, exclusions, and restrictions contained in the *Pella Branch Finish Limited Warranty*, copies of which are available from Seller. Such additional limited warranty is void if the goods, products, and accessories have been altered, modified or improperly maintained. Except for such additional limited warranty, **SELLER MAKES NO FURTHER WARRANTIES EXPRESS OR IMPLIED AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED FROM THE TERMS AND CONDITIONS HEREOF.** Seller shall not be liable for any special, indirect, incidental, or consequential damages of any nature whatsoever, nor any loss or expense arising in connection with the use of or inability to use the goods and products for any purpose whatever. Seller's maximum liability in any case shall not exceed the Contract Price for the goods and products claimed to be defective or nonconforming.

#### Additional Terms and Conditions Applicable to Installed Sales - Retail

9. **Applicability of Additional Terms and Conditions** - In the event Customer has requested Seller to supply and install the goods, products and accessories listed in this Contract, the following Additional Terms and Conditions shall be applicable to this Contract.

10. **Installed Sales - Scope of Work** - Seller will supply and install the goods, products and accessories itemized in this Contract at the location of Customer referred to above in this Contract (the "Project"). Customer represents they are (i) the owner, or (ii) the duly authorized agent or representative of the owner of the premises location upon which the goods, products and accessories will be installed (the "Property"). Upon Seller's request, Customer agrees to provide evidence of Customer's ownership and/or Customer's authority with respect to the Property prior to commencement of any work. Customer agrees to provide access to the Property and buildings as is necessary to install the goods, products and accessories.

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at [www.pella.com](http://www.pella.com)



11. **Installed Sales - Change Orders** - In the event Customer requests any deletion from, modification of, or addition to the scope of work covered by this Contract or requests the substitution of the goods, products, and/or accessories listed in the Contract, the Customer shall, in advance of such deletion, modification, or addition, execute a Change Order detailing the changes to be made in this Contract, including any changes in the Contract Price and time of completion. Seller may supply substitutes of equal quality and value for the goods, products, and/or accessories listed in the Contract if those items originally listed have become unavailable or impractical to procure.
12. **Installed Sales - Time for Completion - Site Conditions - Supervision of Work** - Seller will commence work in approximately fourteen (14) days from the date all goods, products, accessories, materials and permits necessary for the Project are received or obtained by Seller and the Project will be substantially complete approximately sixty (60) days from the commencement date subject to this paragraph. Seller will provide Customer with reasonable notice of the commencement date of work on the Project. Prior to the commencement of work on the Project, Customer will remove any and all legal impediments or physical obstructions to the Project and will have the Property available for commencement of the work. Customer shall provide Seller with all reasonable access to the Property between the hours of 7:30 a.m. and 6:00 p.m., Monday through Friday. Seller will make every effort to complete the Project in a timely manner. Seller will not, in any event, be responsible for delays caused directly or indirectly by labor disputes, weather, fire, war, governmental interference, natural disaster, unusual weather conditions, acts of public agencies, inspectors, public utilities, extra work and Change Orders, transportation delays beyond the control of Seller, shortage or unavailability of material or products, acts of God, acts of Customer or Customer's representatives, or other contingencies not foreseen by and beyond the control of Seller. Seller is authorized to place such signs on the Property in view of any street or roadway and during the performance of the Project identifying Seller as the supplier and installer on the Project.
- In the event Seller shall encounter conditions during the performance of work on the Project which are (i) concealed physical conditions, or (ii) unknown physical conditions which differ materially from those ordinarily found to exist in construction activities of the character of the work to be performed herein, then Seller may propose such written Change Orders as are necessary to change the scope of the Project and Contract Price in order to account for such concealed and/or unknown conditions. Customer shall have five (5) days within which to accept or reject Seller's proposed Change Order or propose different terms thereof. In the event Customer shall elect to reject or propose terms different from Seller's proposed Change Order, then Seller may elect to accept Customer's proposed terms or terminate this Contract. If Seller elects to terminate this Contract, then Customer shall pay Seller for all goods, products, and accessories supplied and work performed up to the time of termination, including all costs expended on the Project and Seller's profit.
- Customer agrees that the direction and supervision of the working personnel, including subcontractors, shall rest exclusively with Seller and Customer agrees not to issue any instructions to, or otherwise interfere with the same. The Customer further agrees not to negotiate for additional work with Seller's subcontractors or to engage other contractors or subcontractors except with Seller's written consent and in such manner as will not interfere with Seller's completion of work under this Contract.
13. **Installed Sales - Additional Limited Warranty** - In the event Seller has agreed to provide installation services of the Pella brand goods, products and accessories itemized in this Contract, then such installation services shall be covered under and subject to the terms, conditions, limitations, exclusions, and restrictions contained in the Pella Window and Door Installation Limited Warranty and Service Agreement (a copy of which can be obtained from Seller or at [www.pella.com](http://www.pella.com)). Such additional limited warranty is void if the goods, products, and accessories have been altered, modified or improperly maintained. Except for such additional limited warranty, SELLER MAKES NO FURTHER WARRANTIES EXPRESS OR IMPLIED AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED FROM THE TERMS AND CONDITIONS HEREOF. Seller shall not be liable for any special, indirect, incidental, or consequential damages of any nature whatsoever, nor any loss or expense arising in connection with the use of or inability to use the goods and products for any purpose whatever. Seller's maximum liability in any case shall not exceed the Contract Price for the goods and products claimed to be defective or nonconforming.
14. **Installed Sales - Lead-Based Paint Hazard Occupant Acknowledgement Statement** - Customer acknowledges receipt at least seven (7) days prior to any work being performed on the Project of the EPA pamphlet, *Protect Your Family from Lead in Your Home*, informing Customer of the potential risk of lead hazard exposure from renovation activity at Customer's Property.
15. **Installed Sales - Right to Cancel** - If this Contract is signed by Customer at a location other than Seller's regular place of business, then CUSTOMER MAY CANCEL THIS CONTRACT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THE OFFICIAL ACCEPTANCE OF THIS CONTRACT BY SELLER. SEE NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT.
16. **NOTICE AND OPPORTUNITY TO REPAIR** - IC 32-27-3 CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST THE CONTRACTOR OR BUILDER OF YOUR HOME. SIXTY (60) DAYS BEFORE YOU FILE YOUR LAWSUIT, YOU MUST DELIVER TO THE CONTRACTOR OR BUILDER A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE YOUR CONTRACTOR OR BUILDER THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE BUILDER OR CONTRACTOR. HOWEVER, IF YOU UNREASONABLY REJECT A REASONABLE WRITTEN OFFER AND COMMENCE AN ACTION AGAINST THE BUILDER OR CONTRACTOR, A COURT MAY AWARD ATTORNEY'S FEES AND COSTS TO THE BUILDER OR CONTRACTOR. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSUIT.

McCOMB WINDOW & DOOR CO. INC.  
5425 West 74<sup>th</sup> Street, Suite 200  
INDIANAPOLIS, IN 46268  
317-872-9927

☐ **Project Checklist has been reviewed**\_\_\_\_\_  
Customer Name (Please print)\_\_\_\_\_  
Pella Sales Rep Name (Please print)\_\_\_\_\_  
Customer Signature\_\_\_\_\_  
Pella Sales Rep Signature\_\_\_\_\_  
Date\_\_\_\_\_  
Date\_\_\_\_\_  
Credit Card Approval Signature**Order Totals**

Taxable Subtotal	\$9,620.15
Sales Tax @ 7%	\$673.41
Non-taxable Subtotal	\$0.00
<b>Total</b>	<b>\$10,293.56</b>
<b>Deposit Received</b>	
<b>Amount Due</b>	<b>\$10,293.56</b>